

1871-003 Chancery Causes: Adm. of George H. Haskins vs. Robert Thompson &
Lee Co.

CA-Debt

T-Property

To the Honorable Henry J. Morgan Judge of
the County Court of Lee County.

Your Obedt William Haskins, humbly com-
plaining sheweth unto your Honor, that he is
the administrator of the estate of one George
H. Haskins, who lately departed this life in-
testate; and that in the due course of ad-
ministration, there came to his hands among
other things two bonds, the first executed
by Robert Thompson, on the 24th day of August
1866, to the said George H. Haskins, by which he
bound himself to pay to the said George H. Haskins
three years after the date thereof the sum of
two hundred & twenty dollars, ^{and this sum} ~~as~~ was to bear
interest twelve months after date - On this
note there was made the following payments
to the said intestate before his death - and the
same is inclosed on said bond \$37. paid
September 17th 1869, \$95. 48^{cts}. paid 23rd day of
December 1869, the ~~existence~~ of said note or
bond is now except the credits aforesaid
wholly unpaid, & due to your Obedt -
which said ^{bond} is herewith filed marked
A and prayed to be considered with this
bill - The other writing obligatory was on
the 24th day of December 1866, executed
by the said Robert Thompson to the said
George H. Haskins, by which said last mentioned
writing obligatory the said Thompson bound
himself to pay to the said Haskins four
years after the date, the sum of two hun-
dred & twenty dollars, which was also to
bear interest from ~~the~~ after twelve months
from the date - thereof -

This last mentioned bond, which is herewith
filed marked B. as a part of this ^{bill} was not
nor was any part thereof ever paid to
the said George H. Haskins in his life-
time, or to your orator since his death, but
the same is now due to your orator -

Your orator now alleges that the two bonds
were executed for a certain tract or parcel
of land situate in this County containing about
acres and properly described in a
copy of a deed to the said Haskins here-
with filed marked C. The said Haskins did
not during his life convey said lands but
retained the legal title thereto, thereby retaining
the vendors lien, ^{thereon}, for the payment
of his purchase money, a part of which
the aforesaid bonds are - The object of this
bill therefore, is to assert the vendors lien on
said land for the amount of the bonds aforesaid
subject to the credits as aforesaid, & to
obtain an order final, having a decree, rendered
against the said Thompson for the amount thereof
& on his failure to pay the same then that
so much thereof as may be necessary he
shall, to pay the same. ^{His prayer therefore}
is that, that the said Thompson ^{and aforesaid heirs} be made a
party defendant to said bill, and answer
the same on oath, that a decree be rendered in
conformity with the object of this bill; and
for all ~~such~~ other further & general relief
may seem ^{proper} issue &c.

Hagan & Videmore
for complainants

Your petition
The heirs of the plaintiffs intestate are, Mary Johnston
formerly Haskins wife of James Johnston, Lucy
Woods formerly Haskins wife of William
Woods, John Haskins, Leticia Haskins
James Haskins and Robert Haskins. The last
named four are infants and for
whom it is prayed that a guardian
ad litem be appointed who will answer
for them

L 6.50
 R 15.00
 S 1.50
 Comm 1.00

W.H.P. 14.54

William Hoskins, admr.

vs. Bill Chy

Robert Thompson

Exhibits A.B. filed

1871 Jan. Bill filed & contd.

" Feb. 2^d Contd. & L. Nisi.

" March. Am. of Dist. ^{filed} & cause set for hearing by Plaintiff

" March Term Continued

" April & May Continued

" June July, Aug. & Sept. contd.

" Oct. & Nov. Contd.

" Dec. Decree & contd.

" " Decree final.

Defts costs

L. 6.75-
 a. 15.00
 S. .50
 T. 1.00
 Comm. 1.00
 \$ 24.45

Defts costs L. 1.75

Three Weeks after date I promise to pay to George W. Heston
the sum of Two Hundred & Twenty dollars for Value received of
him as Witness my hand and Seal Aug. 24th 1866. This note is
given for Land bearing interest twelve after date

Test
Wm McNeil
Madison Street
his X mark



Robert Thompson Cash
his X mark



On the within
note \$37.00 del
cars this 17 day
of September
1869

On the within
note \$548.00
this 28 day of
December 1869

~~\$37.00~~
Robt Thompson
Co Sots
A

Four Weeks after date I promise to pay to George H. Hoskins the
Sum of Two Hundred & Twenty dollars for Value Received of him, as
Witness my hand & Seal August 24th 1866. This Note is
given for land bearing interest twelve months after date.

Robert Thompson Seal
his X Mark

Wm McNeil
Andrew Fultz
his Mark



~~\$220,00~~
Robt B Thompson
Do Vote

To the Honorable Henry J. Morgan, Judge of the County Court of Lee County, the answer of Robert Thompson to a bill in Chancery filed against him in said Court by William Hoskins administrator of George H. Hoskins dec'd., respectfully shews:

That this respondent, residing now and at all times hereafter all just & proper exceptions to the Compt's bill, yet for answer thereto, or to so much as it is material he should answer, he says: That it is true he executed the two writings obligatory in the Compt's bill described & filed as exhibits therewith, and that they were executed to the Compt's intestate ^{then living} for a part of the purchase money of a tract of land bought at the time of their death from Compt's intestate. This respondent contracted to pay said George H. Hoskins for said land the sum of \$1500.00 all of which he has paid to said George H. Hoskins in his lifetime except what remains due upon said ^{two} notes — when they shall be paid, the whole amount of said purchase money will be fully paid. This respondent is justly entitled to the credits endorsed on the note payable ^{three} ~~four~~ years after date, but he is also entitled to further credits which are not so endorsed for payments made on account of said notes, which amount to about \$160.—, of which he will file an account and make proof. The said payments are more than enough to discharge the said note payable three years after date, & there will be a surplus, which must be applied to the remaining note — so that in fact only the note due four years after date is now due, subject to a credit for said surplus.

This respondent is willing, and able, to pay the just balance of said purchase money whenever ^{he can get} a good title to the land so purchased. When the said George H. Hoskins sold said land to this respondent, he executed a bond to respond, binding him to convey a good title thereto, with covenants of general warranty.

when the purchase money should be paid, which bond
is herewith filed as part of this answer marked (M.) It
will be seen, on reference to said bond & notes, that the
said bond & notes were executed, & his said purchase made,
on the 24th August 1866. In the following month of September
1866, George Hoskins ^{who had conveyed said land to his son} sent, the father of said George H. Hoskins,
filed his bill in the Circuit Court of Lee County, the object
of which was to rescind the contract with his said son and
set aside and annul said deed of conveyance for said land.
That Chancery suit is yet pending in said Court & undetermined.
This respondent is therefore unwilling, in the present condition
of the title made by said Chancery suit, to pay any more
money on account of his said purchase, until the doubt
about the title shall be wholly removed - indeed he fears
that he may already have paid too much. If the said Chancery
suit should be decided in favor of said George Hoskins sent.
and the said deed set aside & annulled, this respondent cannot
get any title to said land; and he is advised, that under these
circumstances a Court of Chancery will not compel him to
pay money for which he may get nothing, nor until the said
Circuit Court shall so adjudge in said suit, that this respondent
can get a good title.

Having thus fully answered the compelt bill, he prays to
be hence dismissed with his costs.

John T. [unclear], for resp^t.

The foregoing answer was sworn to before me by Robert
Thompson This February 22nd 1871.

James H. Orr, Clerk.

Robert Thompson

ads } Answer

Wm Hopkins adm.

Filed, March Rules, 1877.

James W. Orr, Clerk

The Joint Answer of Robert Hopkins James Hopkins
Lucinda Hopkins and Martha Hopkins infants
by Peter & Johnston Their guardians ad litem,
And James Johnston and Mary his wife
William Woodson and Lucy his wife
defendants in a Chancery cause pending in
in this Court instituted by William Hopkins
administrator of the estate of George Hopkins
against These respondents and Robert Thompson.

These respondents say That they believe the
statements made in the bill in said cause
to be true and urge no objection against
the object sought to be effected. The only object of the
Complaint being to obtain the payment of the purchase money contracted
to be paid by Robert Thompson to their ^{adult} father for the land
in the bill mentioned, these ^{adult} respondents are satisfied with the subste-
-tution of James J. Gibson instead of said Thompson for the payment
of the said purchase money, and are willing that the said money
be ~~once~~ conveyed to said Gibson, and to such persons as he
may direct, as that arrangement makes the payment of the purchase
money perfectly secure, which is all they want; and the minor respon-
-dents, not perceiving that they can be injured thereby, and advised by their
Guardian ad litem to assent thereto.

Having thus fully answered said bill, they pray to be hence dismissed
therein.

Johnston, for defts

& guard. of inf. defts

Subscribed to before me this the 18th day of December 1871.

James W. Orr Clerk.

Robert Hastings doctors

acts { annum

Mr Hastings admtr

1871 Decr 19th Filed.

Wm Hoskins admt. &c. vs. Robert Hoskins & al. - Chy.

Peter C. Johnston, the Commissioner appointed by the same deutorum
to make the conveyance therein directed
entered in this cause, this day filed in the cause a deed, executed by
him as such Commissioner, and duly acknowledged for record, by which
the tract of land in said decree mentioned is conveyed to Zachariah
S. Gibson and Josephus N. Gibson according to the written direction of James
J. Gibson under his seal filed in this cause; And the said decree having been
made by the consent of the parties, and they desiring immediate & final action
in this cause, and the said deed being inspected ~~and~~ by the Court, the same is
approved & confirmed, & ordered to be recorded; And it is ordered & decreed,
that in accordance with his obligation under his seal filed in this cause,
James J. Gibson pay the costs of this suit: and the cause is ^{ordered to be} stricken from
the docket.

Wm Hoskins adm^r &c.

5. } Final dues

Rob^t Thompson & al.

Dec^r. term. 1871.

Entered O.B. p 1454.

Enter this dues

H. J. Morgan
Dec^r. 20th 1871

(Preston)

plentifully in contact in his lifetime

upon motion of the plaintiff Peter C. Johnston
 is appointed the guardian ad litem of Martha
 Perkins Lucia da Perkins James Perkins and
 Robert Perkins, And on his motion their answer
 is filed and on the answer James Johnston
 and Mary his wife William Woods and
 Lucy his wife And Thompson

William Perkins

vs. ~~John~~ ~~Perkins~~

Robert Thompson

Dec. term '71.

Enter this Dec.

W. Morgan

Dec. 19-1871

Endorsed 5:13 p. 4:57.

873. recd. A. C.

This Indenture made and Entered Into this 24th day of August 1866
By and between George H. Hoskins of the County of New and State of Virginia
of the one part and Robt Thompson of the County of Claiborne and State
of Tennessee of the other part Witnesses.

That the said George H. Hoskins has this day for and in consideration
of the sum of fifteen Hundred dollars has Bargained and Sold and
By these presents doth bargain and sell unto the said Robt. Thompson
a certain tract or parcel of land containing two Hundred acres be
the same more or less and Bounded as follows to wit, beginning on
a black Gum and pine on the top of a hill near where Joseph Powell did
live and corner to Crockett and Sawyers on the Virginia line, thence
with Sayes line N. 40. E. 52 poles to a Spanish Oak thence N. 15. W. 49
poles to a white Oak, thence N. 40. W. 30 poles to a Beach and horn
Beam near a branch thence down the Branch N. 65. W. 90 poles to
the Creek, thence down the Creek to Gibson's line and with the
same to Wiggins line and with the Wiggins line to John Graveland
line, and with his line to a White Oak on a ridge Crockett and
Graveland's corner, and with Crockett's line South 80 East 81 poles to
a poplar near the Spring in the ball hollow thence S. 70. E. 54 poles
to a white Oak on the Virginia line thence with the same due East
148 poles to the beginning, One acre or a place including the spot where
H. C. Wiggins machine now stands which is sold to said Wiggins
And the said George H. Hoskins agrees to Give to the said Robt
Thompson this little Bond for the above described boundary of land
and when the said sum of fifteen hundred dollars is in hand paid
to the said Hoskins by the said Robt Thompson, then the said Hoskins
agrees to Give to the said Thompson a good and Valid Warranty deed
defending the title to the said land from any claimants whatsoever
In Witness whereof the said George H. Hoskins has hereunto put his
Name and affixed his seal the day and Year above written.

G. H. Hoskins

Test
Fredric
his X Mark
J. H. McNeil



J. W. Foster
Jette to James
Mild Thompson

(m.)

Letter to be made to Zachariah
S. Gibson & Joseph M. Gibson,

for value recivd of him we Give the within Bond
To James I Gibson This 22. 1871 of November
1871
Robert ~~X~~ Thompson
Mark
Matilda ~~X~~ Thompson
Mark

This Indenture made and entered into this 24th day of August 1866 by and between George H. Haskins of the County of Lee and State of Virginia of the one part, and Robert Thompson of the County of Claiborne and State of Tennessee of the other part Witnesseth that the said George H. Haskins has this day for and in consideration of the sum of fifteen hundred dollars has bargained and sold and by these presents doth bargain and sell unto the said Robert Thompson a certain tract or parcel of land containing two hundred acres be the same more or less and bounded as follows to wit, beginning on a black Oak and pine on the top of a hill near where Joseph Powell did line and corner to Crockett and Samyers on the Virginia line, thence with Samyers line N 40 E 52 poles to a Spanish Oak thence S 15 W 49 poles to a white Oak, thence N 40 W 30 poles to a Beach and horn beam near a branch thence down the branch S 65 W 90 poles to the Creek, thence down the Creek to Osileous line, and with the same to Wiernans line, and with Wiernan's line to John Grosclase line, and with his line to a white Oak on a Ridge Crockets and Grosclase corner and with Crockets line South 80 East 31 poles to a poplar near the spring in the Ball hollow thence S 70 E six poles to a white Oak on the Virginia line thence with the same due East 48 poles to the Beginning, One acre excepted including the seat where H. B. Wiernans machine now stands which is sold to said Wiernan, and the said George H. Haskins agrees to give to the said Robert Thompson this his title bond for the above described boundary of land, and when the said sum of fifteen hundred dollars is in hand paid to the said Haskins by the said Robt Thompson, then the said Haskins agrees to give to the said Thompson a good and valid warrantee Deed defending the title to the said land from any claims whatsoever. In testimony whereof the said George H. Haskins has hereunto set his name and affixed his seal the day and year above written.

G. H. Haskins (seal)

Test-
Goodrich Smith
his x mark
Wm McNeil

George H. Haskins
Lg Little Band
Robert Thompson

I desire and direct, that the tract of land described in the
title bond executed by George H. Hoskins to Robert Thompson and assigned
to me, shall be conveyed to my two sons Zachariah S. Gilson & Joseph
N. Gilson, ~~except so much thereof as lies north of Indian Creek, which~~
~~I direct to be conveyed to Thomas S. Gilson.~~ Witness my hand & seal
December 18th 1871 - And I hereby bind myself, my heirs, &c. to pay to
William Hoskins admr. of George H. Hoskins decd. the balance of the
purchase money due for said land from Robert Thompson, & the costs
of the Chancery Court suit in the County Court of Lee brought by said
William Hoskins admr. as aforesaid against said Thompson to enforce
the payment of the purchase money. ~~Witness~~

James, C. Gilson Esq

Jos. J. Gibbon
bona & direction



The Commonwealth of Virginia,



TO THE SHERIFF OF LEE COUNTY---GREETING:

WE COMMAND YOU TO SUMMON

Robert Thompson

to appear before the Judge of our County Court for Lee County, at the Court-House, in the Clerk's Office, at Rules to be holden for said Court, on the *first* Monday in *February* next, to answer a bill in Chancery, exhibited in our said Court, against *him* by *William*

Haskins Administrator of the Estate of George H Haskins Decd.

And have then there this writ. Witness, *James W Orr* JOHN B. WEST, Clerk of our said Court, at the Court-House, this *5th* day of *January* 187*0*, in the *95th* year of the Commonwealth.

James W Orr Clerk.

William Haskins ^{144.10} ~~Shurt~~
- 4c

vs Spa in Chy

Robert Thompson

February Rules 1871.

January 19th 1871.

Executed by delivering
To Robert Thompson
an attested office
copy of the within writ.

Thos J. Brown, D.S.,
for Charles L. Hambley, D.L.

(Tax paid)

10
10
14
15
14
16
100
36
36
36
144
36
36
108
220
132.48
88.00
160.00
7
95.48
37.
132.48